

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ECHOSPAN, INC.,
Plaintiff,

v.

MEDALLIA, INC.,
Defendant.

Case No. 22-cv-01732-NC

JUDGMENT

This Court conducted a five-day jury trial in this matter. Plaintiff EchoSpan brought nine trade secret misappropriation claims and a breach of contract claim against Defendant Medallia. Medallia brought a counterclaim for breach of contract against EchoSpan. At the close of EchoSpan's case-in-chief, this Court granted Medallia's motion for judgment as a matter of law on EchoSpan's claims for Alleged Trade Secret 5 – The Client Management Portal and Alleged Trade Secret 9 – The compilation of the features in alleged trade secrets 1 through 8. ECF 378.

On the remaining claims, as determined by the unanimous jury verdict returned in this case on November 1, 2023, Judgment is entered under Fed. R. Civ. P. 58 as follows:

1. EchoSpan owns Trade Secret 6 – The Design and Organization of the User Interface For Managing Projects.
2. Trade Secret 6 is a trade secret.
3. Medallia misappropriated Trade Secret 6.

4. Medallia's misappropriation was willful or wanton or grossly negligent.

5. Medallia's misappropriation was willful and malicious.

6. EchoSpan is awarded \$11.7 million in compensatory damages and \$14 million in exemplary damages for Medallia's misappropriation of Trade Secret 6.

7. EchoSpan is awarded post-judgment interest on the entire award of \$25.7 million pursuant to 28 U.S.C. § 1961.

8. As to EchoSpan's other trade secret misappropriation claims—based on Alleged Trade Secrets 1, 2, 3, 4, 7, and 8—judgment is entered in favor of Medallia and against EchoSpan.

9. Medallia breached the Terms and Conditions.

10. Medallia's breach was willful or wanton or grossly negligent.

11. EchoSpan is not entitled to any damages for Medallia's breach.

12. EchoSpan is bound by the Non-Disclosure Agreement.

13. EchoSpan breached the Non-Disclosure Agreement.

14. Medallia is not entitled to any damages for EchoSpan's breach.

This Court retains jurisdiction to adjudicate attorney's fees and costs, and post-trial motions.

IT IS SO ORDERED.

Dated: January 17, 2024


NATHANAEL M. COUSINS
United States Magistrate Judge